



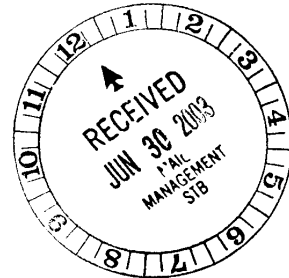
June 24, 2003

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001

RECORDATION NO. 24530-A FILED

JUL 2 4 '03

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SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 (a) are two (2) copies of a Memorandum of Commercial Security Agreement dated as of June 17, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents. The names and addresses of the parties to the enclosed document is as follows:

| | |
|----------------|--|
| Secured Party: | First Mid-Illinois Bank and Trust, NA 12616 State Route 143 Highland, IL 62249 |
| Debtor: | Midwest Railcar Corporation 3 Professional Park Drive, Suite B Maryville, IL 62062 |

A description of the railroad equipment covered by the enclosed document is as follows:

Ten (10), Thrall built, 4000 cubic foot, 100-ton flat bottom gondolas bearing the reporting marks:

MWCX 100257-100266, inclusive

A short summary of the document to appear in the index is:

Memorandum of Commercial Security Agreement

PO. Box 400
2930 North Center Street, Maryville, IL 62062
(618) 288-5500 FAX (618) 288-5400

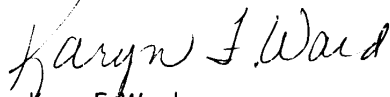
Mr. Vernon A. Williams
Surface Transportation Board
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Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Sincerely,

FIRST MID-ILLINOIS BANK & TRUST

A handwritten signature in cursive script that reads "Karyn F. Ward". The signature is written in dark ink and is positioned above the printed name.

Karyn F. Ward
Commercial Loan Officer

Encl.

RECORDATION NO.

24530A FILED

JUL 2 4 '03

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT

dated June 17, 2003

by and between

**MIDWEST RAILCAR CORPORATION,
as Debtor**

and

**FIRST MID-ILLINOIS BANK & TRUST, NA
as Secured Party**

MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT

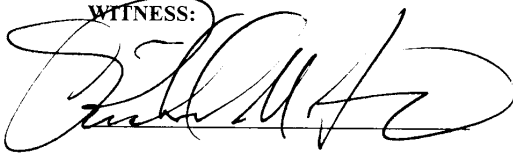
THIS MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT (this "Memorandum") is made this 17th day of June, 2003, by and between **MIDWEST RAILCAR CORPORATION**, an Illinois corporation ("Borrower"), and **FIRST MID-ILLINOIS BANK AND TRUST, NA**, a state-chartered Federal Reserve Member bank organized under the laws of the State of Illinois ("Bank").

- A. The Borrower and the Bank are parties to that certain Loan Agreement dated as of May 9, 2003 (collectively, the "Loan Agreement"), pursuant to which the Bank agreed to make to the Borrower the loans described in the Agreement.
- B. To secure the Borrower's Obligations (as defined in the Loan Agreement) to the Bank, the Borrower executed and delivered to the Bank a Commercial Security Agreement dated as of June 17, 2003, pursuant to which the Borrower granted to the Bank a continuing, first priority security interest in and to, and lien on, the following collateral:
 - (a) Ten (10), 4,000 cubic foot railcars described on Exhibit A attached hereto (each, a Railcar", collectively, the "Railcars") and all replacements and substitutions thereof;
 - (b) All improvements, additions, modifications, accessions, attachments, appurtenances and parts appertaining or attached to the Railcars, whether now owned or hereafter acquired;
 - (c) All logs, books and records pertaining to the use, operation and/or maintenance of the Railcars or otherwise relating to any of the collateral described herein;
 - (d) All rights, claims and causes of action, if any, which the Borrower may have now or in the future against any manufacturer, rebuilder or seller of the Railcars (or any component thereof) or any other Person, by contract or otherwise, in respect of any defect in the Railcars or any part thereof;
 - (e) Any agreement now or hereafter entered into for leasing the Railcars to any third party, including, without limitation, Schedule #1 dated April 28, 2003 to the Full Service Master Lease dated April 28, 2003 between the borrower and Wilmot Transportation and Logistics, Ltd. and the right to receive all payments and other sums due and to become due from time to time thereunder, to receive all notices and give consents, to exercise any election or option, to declare defaults and to demand payment of any sum due in connection therewith;
 - (f) All rent, damages and other moneys from time to time payable to or receivable by the Borrower in respect of the Railcars;
 - (g) All proceeds (cash and non-cash), including insurance proceeds, settlement proceeds and condemnation awards thereof.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the date first above written.

WITNESS:

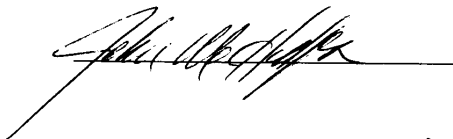


MIDWEST RAILCAR CORPORATION

By: 

Richard M. Murphy, III, President

WITNESS:



FIRST MID-ILLINOIS BANK AND TRUST, NA

By: 

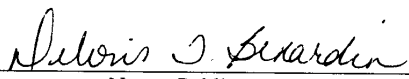
Gordon D. Smith, Community President

STATE OF Illinois, County of Madison

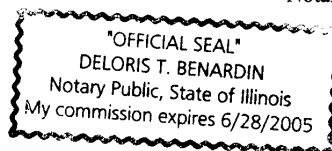
On this 17 day of June, 2003, before me, a Notary Public of the County and State aforesaid, personally appeared Richard M. Murphy, III, to me personally known, who being by me duly sworn, says that he is the President of Midwest Railcar Corporation, an Illinois corporation, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal

(Seal)


Notary Public

My commission expires:



STATE OF ILLINOIS, County of Madison

On this 17 day of June, 2003, before me, a Notary Public of the County and State aforesaid, personally appeared Gordon D. Smith, to me personally known, who being by me duly sworn, says that he is a President of FIRST MID-ILLINOIS BANK AND TRUST, NA, that the seal affixed to the foregoing instrument is the seal of First Mid-Illinois Bank and Trust, NA, that said instrument was signed and sealed on behalf of First Mid-Illinois Bank and Trust, NA by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of First Mid-Illinois Bank and Trust, NA.

AS WITNESS my hand and notarial seal

(Seal)

Deloris T. Benardin
Notary Public

My commission expires:

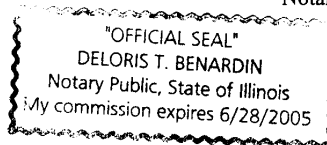


EXHIBIT "A"

DESCRIPTION OF RAILCARS

Car Specifications:

Car Marks: MWCX 100257-MWCX 100266, inclusive
Car Type Code: J301
Cubic Capacity: 4000
Total Weight on Rail: 263,000 lbs.
Tare Weight: 59,000-61,300 lbs.
Load Limit: 201,700-204,000 lbs.

Scope of Work:

All Cars delivered to Lessee will be repaired to AAR and FRA specifications, free of all material and debris, each with a top chord modification.